

N-1101

SHANGHAI MUNICIPAL POLICE.

N. 6101

Date

5/10/42

REPORT

Foreign Affairs Section,
C. & S. Branch.

SEARCHED: File No.

Date September 14th, 1942.

SUBJECT: Further to Fraudulent activities of V. Herper,
Head of the "Asia Land Co."

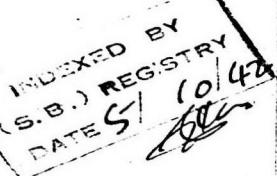
In accordance with the instructions of Supt. Yamaguchi, V. Herper, who is at present under detention, was further questioned with regard to the return of money to persons victimized by him.

After a lengthy interrogation Herper stated, that should he get in touch with a certain Mr. Chen, a banker, who owes him the sum of \$42,000.00 commission for houses sold, he would return every cent to his erstwhile clients.

On the 12-9-42, Herper led the undersigned and C.D.S. 545 to the "Dah Tsung" (大中) Bank, 501 Honan Road, where the manager Mr. Chen Dah Tsung (陳大中) was interviewed. However, upon arrival Herper changed his statement by saying that this Mr. Chen was not the one he meant, but that he thought that Mr. Chen might know another Mr. Chen who is the manager of a bank on the Bund. Mr. Chen on having been interviewed stated that he has never seen Herper before nor did he know another bank manager by the name of Chen.

On having been further questioned Herper repeated his plea, stating that should he be granted three days' grace he would return the money without fail.

Questioned as to how and where he will obtain the money he stated that his numerous former clients for whom he found flats, shops, etc., during the past 8 months, still owe him, according to their agreements, the sum of \$20,000.00. Should his efforts in this



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direction fail, he could borrow this amount of money or even a larger one, from his friends.

All Herper's plans of obtaining money appear to be very vague and there does not seem to be any truth in his statements. However, every opportunity is being offered him in an endeavour to straighten out his rather complicated financial affairs.


D. S. I.

Officer i/c Foreign Affairs,
C. & S. Branch.

SHANGHAI MUNICIPAL POLICE

REPORT

1101

Date 5/10/42

Foreign Affairs Section,
C. & S. Branch. Station File No.

Date September 10, 1942.

SUBJECT: Fraudulent activities of V. Herper,
head of the "Asia Land Co."

Mr. Valentin Herper, German Jew, age 62, architect by profession, is the proprietor of the "Asia Land Co.," located at 587 Bubbling Well Road, Apt. 300, with residence at 205 Route Winling, French Concession.

S. I. Wettinsky
Try to get back
the money first
for victims. If
no effect after
charge him.

1/9/42

Mr. Herper's activities first came to the notice of the S.M.P. at the beginning of July, 1942, in connection with his practice of demanding deposits of \$200 to \$500 from his prospective clients in return of which he was issuing receipts which stipulated that should he fail to find suitable premises (Apts, flats, shops etc. in accordance with the clients requirements) at a date specified in the receipt, the money would be returned in full.

Thus every person calling on Mr. Herper, in his capacity as rental agent, had to pay him a certain sum of money prior to any services having been rendered by the latter. It became known that by adopting this business system Herper was collecting thousands of dollars monthly, which monies he was utilizing for speculation in real estate. Furthermore complaints have been received to the effect that when clients called at the Asia Land Co. in order to receive their deposits, Mr. Herper was delaying payments under various pretexts.

So in July 1942 he was requested to attend Police Headquarters when he was strongly cautioned to immediately discontinue the practice of demanding advance deposits, as well as to re-pay all the money due to his numerous clients.

V. Herper complied with the instructions received

SEARCHED BY
(S.B.) REGISTRY
DATE 5/10/42

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and paid out the approx. sum of \$16,000 collected by him as deposits.

His subsequent business transactions, in connection with a house situated at 67/46 Yu Yuen Road, revealed that he reverted to his original practice of demanding "guarantee deposits," which, however, involved him in a number of fraudulent deals.

As the result of exhaustive enquiries made the following particulars have been gleaned:-

On the 9-9-41 Mr. & Mrs. W. Kovacs, Spanish, rented a house located at 67/46 Yu Yuen Road from the Woo Foong Native Bank (), 320 Ningpo Road at a monthly rental of \$350.00. The agreement was signed for the period of five years, with the following provision included in paragraph 3 (j) of the agreement:-

"Not to assign, transfer, underlet or part with possession of the whole or any part of the premises without the previous written consent of the Lessors (the Woo Foong Bank)"

Mr. and Mrs Kovacs redecorated and furnished the house and a month later, on the 1-10-41, moved into the premises.

On the 7-4-42, one named E. Stoeri, merchant and the ex-Honourary Austrian Consul in Tokyo, who is an old friend of the Kovacs family, arrived in Shanghai from Tokyo and took up rooms in the Palace Hotel, 23 Nanking Road.

On the 8-7-42, Mr. & Mrs. Kovacs removed from their residence at 67/46 Yu Yuen Road and moved into an apartment at 1465 Avenue Read, whilst Mr. Stoeri continued to live at the Palace Hotel.

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On or about 23-8-42 Mr. Stoeri received a cablegram from Tokyo requesting him to return without delay. On the same day Mr. Stoeri approached Mr. E. Fleischer, Czechoslovakian, assistant manager of the Palace Hotel, to introduce him to a real estate agent or a land broker as he, Stoeri, had a house which he would like to rent out or, if possible, "transfer" the ownership of the premises and to sell the furniture for a total amount of \$250,000.00.

Having previously been acquainted with Mr. Herper, Mr. Fleischer summoned the former to the Palace Hotel where he made the introduction.

V. Herper was given the keys to the house, an inventory of the furniture, the sum of \$6,250.00 as part commission and expense money, plus a written authority, signed by Mr. Stoeri, to either find a buyer for the house or to conclude a long term contract. (It has to be stated here that such an authority was actually given to Herper by Mr. Stoeri although the former is quite unable to recollect as to where the document is at present); An arrangement has further been made between the above two named parties that should Herper conclude any contracts with prospective clients, the contracts were to be sent by Herper to Mr. Stoeri, in Tokyo, who would choose the most likely candidate for the "transfer" or lease of the house and give his final approval. Should, however, in the meantime something urgent come up, in connection with the house, Herper was to get in touch with Miss B. Costa, Portuguese,

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who is acting as private secretary to Mr. Stoeri during his occasional stays in Shanghai. Miss Cesta is at present employed in an office at 9 quai de France, rooms 62-64.

V. Herper's activities commenced immediately after Mr. Stoeri's departure on the 25-7-42. By advertising in the "Shanghai Times" he received a number of visits from prospective clients who were desirous of renting the house at 76/46 Yu Yuen Road.

V. Herper was not, however, much interested merely renting out the house, and was trying hard to find a suitable client who would accept the "transfer" of the premises with the furniture for \$250,000.00 (this in accordance with Mr. Stoeri's instructions). During the first days of August 1942, Herper, allegedly, located a Japanese, name and address unknown, who was prepared to take over the house with contents for \$130,000.00. In accordance with a previous arrangement made Herper instructed Miss Cesta to cable Mr. Stoeri asking his approval to have the contract signed. A cablegram was sent but no reply from Mr. Stoeri received.

Herper's fraudulent activities cover the month of August 1942 and the particulars of persons victimized by him in connection with the "signing of contracts" and demand of monetary "guarantees" on signing a lease for the premises at 67/46 Yu Yuen Road, are as follows:-

1) Mr. V. Krasavsky, Russian, 1248/21 Rue Lafayette, paid \$800.00 on the 11-8-42.

2) Mr. S. Uyei, Japanese, 356 Peking Road, and Mr. M. Yamaguchi, Japanese, 505 North Szechuan Road, paid \$6,000.00 on 16-8-42.

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- 3) Mrs. T. Frank, Russian, 741 Rue Ratard, paid \$4,800.00 on 7-8-42.
- 4) Mr. C. Hirabayashi, Japanese, 23 Gokenbo, Paon Road (?), paid \$3,500.00 on 20-8-42.
- 5) Mr. W. T. Lee, Chinese, Cathay Mansions, Rue Cardinal Mercier, room 112, paid \$4,400.00 on 7-8-42.
- 6) Mrs. G. Samuel - Perpliess, German, 173 Rue Mayen, paid \$6,000.00 on 25-8-42.
- 7) Mr. G. Jovino, Italian, 503 Dixwell Road, paid \$2,400.00 on 28-8-42. Having learned however of Herper's "transactions" Mr. Jovino threatened him with the Police and was returned the sum of \$2,000.00; the remaining \$400.00 are still outstanding.

Thus, during the period of one month, Herper using the house in question as "bat", obtained from various persons the sum of \$27,900.00 of which he, under pressure, returned only \$2,000.00. *

Acting on instructions received from Supt. Yamaguchi, Officer i/c Foreign Affairs Section, C. & S. Branch, the undersigned arrested Herper, with the necessary assistance of the French Police, on the 9-9-42 at 205 Rue Winling.

* On having been interrogated in connection with the above transactions Herper freely admitted having obtained the above sum of money from various clients and stated that the reason he was demanding a monetary "guarantee" was to safeguard himself in case the clients wanted to back out from their agreements. Questioned as to what he did with the money he admitted having spent the whole amount in order to pay off his most pressing debts. *

On further instructions received, Herper was detained in the Central Station pending further develop-

SHANGHAI MUNICIPAL POLICE.

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ments.

The part played by Mr. & Mrs. Kovacs in connection with the transfer of the house to Mr. Stoeri, in view of their agreement with the Woo Foong Bank, is not yet quite clear. The couple was interviewed by the undersigned on the 9-9-42 at their present residence at 67/46 Yu Yuen Road, when they stated that Mr. Stoeri is a very old friend of theirs and that Mrs. Kovacs owes him a large sum of money. On Stoeri's arrival in Shanghai he approached them with the request to pay off the debt which Mrs. Kovacs was unable to do. After some deliberation it was agreed that Mr. & Mrs. Kovacs would allow Mr. Stoeri to live at 67/46 Yu Yuen Road during his stay in Shanghai, thus paying off a small portion of the debt. Mr. Stoeri agreed to the proposal and took possession of the keys to the house as well as all the furniture, whilst Mr. & Mrs. Kovacs removed to 1465 Avenue Road.

Mr. Stoeri, however, did not move into the house and, as they only learned after his departure from Shanghai, engaged Herper to effect a "transfer" of the premises. Learning of Herper's activities in connection with their house Mr. & Mrs. Kovacs approached Miss Costa and demanded that the keys to the house be taken from him and returned to them. Miss Costa cabled Mr. Stoeri re Herper's involved transactions and received a reply withdrawing from Herper all authority in connection with the premises in question. The keys to the house were, subsequently, taken from Herper and returned to Mr. and Mrs. Kovacs who moved into the

SHANGHAI MUNICIPAL POLICE.

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SUBJECT:

premises on or about the 28-8-42.

The portion of the above statement as to how Mr. Stoeri came into possession of the house, does not seem to be quite true as it appears doubtful that Mr. Stoeri would give Herper a written authority to "transfer" or lease the premises without the sanction of Mr. & Mrs. Kovacs whom he knew to have an agreement with the Woo Foong Bank.

It is suspected that Mr. & Mrs. Kovacs, who knew quite well that they could not effect a "transfer" of the house in view of their agreement with the Bank, approached Mr. Stoeri and gave him the permission to sell or rent the premises. Should the "transfer" have been successful, the money would have, undoubtedly, been divided between Mr. & Mrs. Kovacs, Mr. Stoeri and probably the Woo Foong Bank.

In view of Mr. Stoeri's absence from Shanghai this theory can not be verified.

Whilst under detention, Herper stated that should he be given a three days' grace, he would be in the position to obtain money, from a certain Mr. Cheng (address unknown) with which to re-pay all the persons he defrauded.

On having been asked to elucidate, Herper became very vague and it is believed that there is no truth in his statement.


D. S. I.

Officer i/c Foreign Affairs,
C. & S. Branch.

SHANGHAI MUNICIPAL POLICE.

REPORT

Foreign Affairs,
Special Branch

Station. File No. Date. August 31, 1942.

SUBJECT: Subtract of Verbal Statements in connection with the house on Yu Yuen Road

S. S. Wittensky
Mr. Kovacs states that according to a contract signed 9/9/41, effective from 1/10/41, the house No. 46, Lane 67, Yu Yuen Road, has been leased by him for a period of 5 years at a rent of \$350.00 per calendar month.

this particular house had rented by a Japanese with monthly rent of \$750. from Yesterd^{ay} manager of the Asia Land Co.
Mr. Storei, now in Japan, and Mr. Kovacs have had some money transaction in which Mr. Kovacs became indebted to Mr. Storei and was at that time unable to repay him. He then offered Mr. Storei, at that time living in 3-4 rooms in the Palace Hotel to a very high rent, to move into the house on Yu Yuen Road and to take over the furnitures and everything in the house against his promise to pay the monthly rent.

According to his report Mr. Kovacs has no authority and arrangement between Mr. Kovacs & Storei is not clear.
Unfortunately Mr. Storei was called back to Japan on important business, so Mr. Kovacs thought the keys in possession of Miss Costa, the secretary of Mr. Storei, but never dreamed that the "Asia Land Co." was involved.

Case made investigation & report
*Aug.
2/9/42*
Mr. Herper (Asia Land Co.) - As Mr. Storei had been living at the Palace Hotel, he came to know the General Manager Mr. Fleicher (the guarantor for Mr. Kovacs on the contract signed), when Mr. Storei left for Japan he was willing to depart with the house but consulted Mr. Fleicher as to if he knew a reliable man whom he could trust to act as a broker to re-lease the premises with a view that the interested party should take over the house and purchase all contents as is, and Mr. Herper was thus recommended and given the necessary authority, this authority does not give him any right

SHANGHAI MUNICIPAL POLICE.

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to rent the house to anyone (this according to a letter dated August 20th., 1942, signed B. Costa for Mr. E. Storei.)

Miss B. Costa, Mr. Storei's secretary, states that the house and all its contents belong to Mr. Storei and that he purchased same with the view of establishing a boarding house on the premises with Mr. Kovacs in charges. This is said to have been done only as a favour to Mr. Kovacs, as he and Mr. Storei were the same nationality (Mr. Kovacs now Spanish citizen). Confidentially she states that an agreement exists between Mr. Storei and Mr. Kovacs to the effect that the latter has no claim on the house or to any thing of its contents.

Mr. Herper has now promised to arrange it in such a way that the prospective Japanese owner will be established on the first floor of the house which holds five rooms, and then arrange with them to allow Mr. Krassowsky to occupy the ground floor 3 rooms. Whether Mr. Kovacs will agree to this or not is a matter they can settle between themselves.


D. P. S.

Officer i/c Foreign Affairs,
Crime & Special Branch

SHANGHAI MUNICIPAL POLICE.

REPORT

Foreign Affairs,
Special Branch

Station. File No.

Date: August 25, 1942.

1101
5 101 42

SUBJECT: The Asia Land Co.

The Asia Land Co. is situated at 587 Bubbling Well Road, Apt. 301 (Ascot Apt.).

Approximately two months ago Mr. V.V. Krassowsky, employed at the S.M.C. Rice Office, consulted with the above-mentioned Co. as how to obtain a 3-4 room house or apartment; upon payment of \$200 as deposit, the company undertook this task and verbally promised in the shortest period of time to locate a suitable place for him.

Firstly, Mr. Herper, the Manager of Asia Land Co., directed his client to 16 Dubai Apt., which by the way is occupied by Mr. Moessler, German citizen, stating that this apartment would be vacant in a few days. Upon enquiries, Mr. Krassowsky learnt that Mr. Moessler never had had any intention of vacating his apartment. Now he pleaded with Mr. Herper to find him a suitable place to live in as he had already left his former house and was at present staying with some friends.

After many apologies Mr. Herper said he had three more places to dispose of, but upon enquiries it became known that one was already occupied, another was a filthy Chinese house expected to be vacant on 15th. Sept. and at the third place the watchman refused to let them in (apparently he knew Mr. Herper).

Mr. Krassowsky was by now very disgusted with the whole affair; but when Asia Land Co. offered to pay the deposit money back, he refused, as the main point for him was to get an apartment or a house as was promised him.

For some time nothing was heard of the Asia Land Co. but one day a telephone call came through from Mr. Herper

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Station. File No. Date.

SUBJECT:

and he had now succeeded in obtaining a very good house at 67/46 Yu Yuen Road, and Mr. Krassowsky also found this very suitable even if the rent should be \$600. Mr. Herper promised to have this place renovated so it could be ready till 25/8/42. A provisional agreement was signed to that effect, but Mr. Herper saw it necessary to send this agreement to the German Consul-General, who was said to be in Tokyo, in order to reach his approval. This took place on the 11/8/42, Mr. Krassowsky now feeling very sure in getting a house waited for over a week, but as he did not hear anything from Mr. Herper, he called on him at the office. Now he learnt that Mr. Herper on behalf of the German Consul-General was expecting to receive \$130,000.00, as payment for the house on Yu Yuen Road, and until then he would be unable to do anything in the matter (this seems very strange that the German Consul-General should have any relations with Mr. Herper who is a German Jew, refugee.).

On Monday 24th. Mr. Krassowsky desperately desired a definite decision in the matter, so I escorted him, unofficial, to the office of Asia Land Co. Upon entering the office we met Danimannis, former S.M.P. employee who is now attached to Mr. Herper's office as interpreter but is apparently also assisting him with "legal" advices.

After a long conversation they finally agreed to make out a statement, to be signed by Mr. Herper in which they confirm that Asia Land Co. have sent a letter to Mr. E. Stoeri, Austrian Consul-General at present in Tokyo, requesting him to approve of Mr. Krassowsky renting the mentioned house, and when the reply comes, in

SHANGHAI MUNICIPAL POLICE.

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Station. File No. Date

SUBJECT:

four or five days, they are to show the content to him.

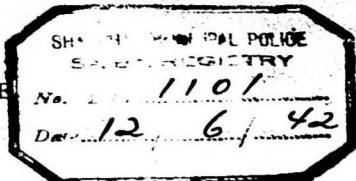
Apparently Mr. Herper is now completely ignoring the existence of the Japanese citizen who intended to buy the house. Likewise he talks about the Austrian and German Consul-General as one person and do not hesitate to write their names on statements signed by him. Mr. Herper do not seem to realise that no Austrian Consulate has existed since 1937.

Although this is a civil case and not for the Police, I think it is advisable to have investigation made in these matters, because it can be taken for granted that Mr. Krassowsky is only one out of many victims.

S. Lind
D. P. S.

Officer i/c Foreign Affairs,
Crime & Special Branch

SHANGHAI MUNICIPAL POLICE



REPORT

S.4 Special Branch

~~SEARCHED~~ File No.

Date May 30th, 1942.

SUBJECT: Valentin Herper of the "Asia Land Co.,"

Further to reports appearing in the attached file No. 1101 regarding the activities of V. Herper of the Asia Land Company, enquiries go to show that this individual is still operating the above company, at room 301, 587 Bubbling Well Road, and that contrary to previous reports his advertisements are accepted for publication by the Shanghai Times, the Sin Wan Pao and other newspapers.

For File
Watch &
necessary action

30/5

調査ラ横井セシム
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Enquiries at the Offices of the Asia Land Company by persons ostensibly seeking a flat with a view of ascertaining the present modus operandi show that a deposit of C.R.B. \$200.00 is taken from the prospective clients before any information is supplied regarding the leasing of premises.

It is hardly necessary to repeat that the object of collecting the deposit, before any service is given, is to retain same whatever the excuse may be; one of the most popular excuses being employed is that the client cannot blame the agency for any unsuccessful deal and that expenses of maintaining the agency are heavy.

One of Herper's recent victims is reported to be a certain Mrs. Yang, wife of a Chinese banker presently residing at 147, Apt. 7, Rue Paul Henry, French Concession, whom it is alleged Herper had defrauded of \$6,000.00, however, no legal action was taken by the complainant who is a well known local resident and probably decided to let the matter stand.

INDEXED BY
(S.S.) REGISTRY
DATE 12/6/44

16

SHANGHAI MUNICIPAL POLICE.

REPORT

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Station. File No. Date.....

SUBJECT:
for reasons of publicity.

It should be recalled that Herper on account of his illegal activities was ordered to leave the French Concession with the result that he liquidated his agency then located at 207 Route Winling, French Concession, and in partnership with one Kirstein, another refugee, established a new concern under the name of the "Asia Land Company" at Apt. 53, 778 Bubbling Well Road.

From this last given address in a comparatively short period he shifted his scene of activities to Apt. B. 1, 934 Bubbling Well Road then to Room 201, 587 Bubbling Well Road and finally to his present address at Room 301 in the same building.

Further enquiries indicate that the majority of foreign operators of the local real estate agencies and even Chinese have signed their names on the warning to the public regarding the activities of the Asia Land Company. This warning was previously published in the "Shanghaier Morgenpost".

The fact that this warning was not motivated by professional jealousy is borne out by the different methods employed by all other agencies, with a view of securing commission, to that of Herper's agency. There is little doubt that the unusual method employed by the Asia Land Company of collecting money before any service is rendered reflects to a certain extent on the reputation of all other agencies and considerably reduces their scope of business.

It has been established that a number of clients prefer to leave their deposits in the hands of Mr.

SHANGHAI MUNICIPAL POLICE.

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SUBJECT:

Herper rather than go to the trouble and expense of engaging a lawyer to present their case in Court.

Herper has been warned by the Police on December 16, 1941, to desist practising his nefarious business with the result so far no affair of big proportion has been reported, however, a number of smaller matters involving sums of between \$200.00 and \$400.00 have been settled between him and his clients; the victims being reluctant to take legal action.

皇
印

V. Michenko.
D. S.

H. Yomash
Officer in Charge Foreign Affairs,
Special Branch.

SHANGHAI MUNICIPAL POLICE

SH. File No. 11107
SP. BR. REGISTRY
Special Branch Headquarters

REPORT

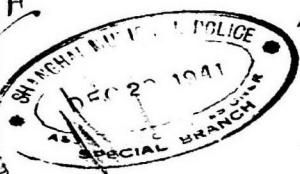
Date December 19, 1941.

Subject (in full) Complaint against Asia Land Company, Apt. B-1, 934
Bubbling Well Road.

Made by D.S. Saito Forwarded by C.D.I. M. Umemoto

Acting upon instructions from C.D.I. M. Umemoto, on the afternoon of December 16, 1941, I interviewed Valentin Herper of the Asia Land Company and his partner Kirstein and warned them that the police will take strong action if they continue to do crooked business.

6
FILE
21.12.41



6. Saito
D. S.

D. C. (Crime and Special Branch).

Si,
Information.

W. Umemoto
C.D.I.



ASIA LAND CO.

934, BUBBLING WELL ROAD
1ST FLOOR **LIFT** APT.B.1. TEL. 33683
MEDHURST APARTMENTS

SECTION A.

SPECIALIST FOR REIN-FORCED CONCRETE,
BUILDING EXPERT FOR
APARTMENTS, OFFICES,
SHOPS.

SECTION B.

AGENCY FOR HOUSES,
APARTMENTS, FLATS &
ROOMS, BUYING &
SELLING OF HOUSES &
LAND.

SECTION C.

CARETAKING OF HOUSES,
APARTMENTS AND
LAND.

SECTION D.

PERMITPLANS, CON-
STRUCTIONS, DESIGNS.

SECTION E.

LETTING OF HOUSES,
APARTMENTS, FLATS &
SHOPS FREE OF CHARGE
FOR THE OWNER.

Office Hours 10 - 12, 2 - 4

General-Manager:
ARCHITECT HERPER
Personal Office Hours: 3-4 P.M.

Tel. 33683

Telegrams:
"ASIALAND, SHANGHAI"

Shanghai,

Wishes:

Mr. / Mrs.

I herewith pay to the "Asia Land Co." the sum of
\$..... as deposit for a commission
for an apartment/house/shop, the amount of which is one
month rent; it does not matter, whether the apartments/
houses/shops shown to me by the "Asia Land Co." have been
advertised before by other agencies.

Should the "Asia Land Co." fail in getting me an
apartment/house/shop, according to my wishes up to.....
....., the company will refund the above
mentioned deposit without interest on that date.

Upon signing a lease, balance of the commission
falls due and is payable immediately.

Signed:

"Asia Land Co."

SHANGHAI MUNICIPAL POLICE

SHANGHAI MUNICIPAL POLICE
S.P. B.R. REGISTRY

No. N. 1101

Date. 6/12/41

REPORT

Special Branch. Station. File No.

Date December 6, 1941.

SUBJECT: Valentin HERPER - Letter from Real Estate
Brokers complaining about business methods of -

Attached is a letter of complaint from various real estate brokers, and a Police report submitted by D.S.I. Pitts on September 11, 1941, which reveals the antecedents and business methods of "Architect Herper" head of the "Asia Land Company" at Apartment 53, 778, Bubbling Well Road. As can be seen by the report Valentin HERPER and his partner KIRSTEIN are nothing but a team of ordinary swindlers making a living by defrauding people who entrust this "firm" with the search for Offices and Apartments.

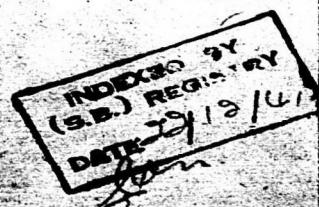
P.D.C (b. 5B)
6. 12. 41.
E
P. A. 10 D. C. (b. b.)

With reference to the attached letter signed by representatives of six German Jewish refugee and three Chinese real estate firms, complaining about the methods of the "Asia Land Company", all the signatories have been called to this office and told that the Police is keeping an eye on Valentin Herper's activities, and would take the customary steps if and when a complainant will come forward who has a foolproof case against Herper and is willing to prosecute in the usual manner. The representatives of the complaining firms were asked to refer future complaints to the Police.

It was learned that the North-China Daily News, The Jewish Chronicle and the Sin Wan Pao, are now refusing to accept advertisements from Herper, and it is thought that this will considerably reduce the scope of his crooked activities.

A. C. (Special Branch).

S. Duncan Davis
D. S.



Special Branch. 111

December 6, 1941.

Valentin HERPER - letter from Real Estate
Brokers complaining about business methods of

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A. C. (Special Branch).

D. S.



ASIA LAND CO.

934, BUBBLING WELL ROAD
1ST FLOOR (LIFT) APT.B.1. TEL. 33683
MEDHURST APARTMENTS

SECTION A.

SPECIALIST FOR REIN-FORCED CONCRETE,
BUILDING EXPERT FOR
APARTMENTS, OFFICES,
SHOPS.

SECTION B.

AGENCY FOR HOUSES,
APARTMENTS, FLATS
& ROOMS. BUYING &
SELLING OF HOUSES &
LAND.

SECTION C.

CARETAKING OF HOUSES,
APARTMENTS AND
LAND.

SECTION D.

PERMIT PLANS, CON-
STRUCTIONS, DESIGNS.

SECTION E.

LETTING OF HOUSES,
APARTMENTS, FLATS &
SHOPS FREE OF CHARGE
FOR THE OWNER.

Office Hours 10-12, 2-4

General-Manager:
ARCHITECT HERPER
Personal Office Hours: 3-4 P.M.
Tel. 33683
Telegrams:
"ASIALAND, SHANGHAI"

Shanghai,

Mr./Mrs.

Wishes:

I herewith pay to the "Asia Land Co." the sum of
\$..... as deposit for a commission
for an apartment/house/shop, the amount of which is one
month rent; it does not matter, whether the apartments/
houses/shops shown to me by the "Asia Land Co." have been
advertised before by other agencies.

Should the "Asia Land Co." fail in getting me an
apartment/house/shop, according to my wishes up to.....
....., the company will refund the above
mentioned deposit without interest on that date.

Upon signing a lease, balance of the commission
falls due and is payable immediately.

Signed:

"Asia Land Co."

Shanghai, Nov. 28th. 1941

To the
Shanghai Municipal Police-Headquarters
Shanghai

Dear Sirs,

The undersigned Brokers wish to draw your attention urgently to the so called "Asia Land Co." 334 Bubbling-Well Rd. General Manager "Architects Harper" well known all over for his crooked doings.

As per enclosed advertisements he is offering in the North China Daily News and Sin Wan Pao always various "de luxe" apartments and houses for rent with extremely low rent without any keymoney which he never has only in order to take considerable advanced payments of \$ 100.- and more thus being a scismatic service to the public.

He has been doing this at first for over one year where he is living, from his room under his real name "Harper" 207 Route 111, Kuanch Concession. Then as to our knowledge the French Police was called several times to go after him.

After that about 3 months ago he deemed it advisable to move over to a room at 778 Bubbling-Well Rd. Apt. 53 in the Dennis Apartments now under a new name : "Asia Land Co.". Here with his staff together he has been doing the same thing and after many complaints the company of that famous building forced him to leave. And since 2 weeks again he has moved to another room at 774 Bubbling-Well Rd. Apt. 8 1 in the Le Court Apartments. From that we learned the North China Daily was refused also to accept any longer his fictitious advertisements the very same which the Jewish Chronicle had done and refused to accept his ad's six days ago.

Now about a week ago he has started to raid all Chinese in the same manner by putting those advertisements into the Sin Wan Pao newspaper.

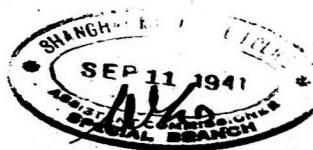
The time really seems to have come for the Police to do something in order to prevent the Public from losing their money through the so upulous dealings of this man Harper with his "well trained" staff.

All of the undersigned Brokers are asking of the Police

SHANGHAI MUNICIPAL POLICE
FILE
13.9.41
REPORTSHANGHAI MUNICIPAL POLICE
S.P. BN. REGISTRY
No. 14. 1101

Date 11. 9. 41

Special Branch Station. File No. Date September 11, 1941.

*ACB
Information**D.C. Divs
Information**AC (C-815)
Information**A very shady
character, less
if complaints
will not come
forward than
a little. No
Police can do.*

SUBJECT: Valentin HERPER, German Jewish refugee.

Valentin HERPER, German Jewish refugee born at Polzin on April 24, 1880, arrived in Shanghai from Europe in the ss. Usarammo on June 28, 1939. He is in possession of German passport J. H 72/39 issued in Stettin on April 21, 1939 and I.C. Identification Card No. 8698.

He claims to be an architect and states that he studied architecture at the Stettin Baugewerkschule, but he holds no degree or diploma and, according to enquiries made in Shanghai, it is very doubtful whether he can read a plan.

In June 1940, when residing at 207 Route Winling, HERPER applied to the French Municipal Council for permission to operate an office in his residence as an agency for apartments and building-plans. The requisite permission was eventually granted.

On his note-paper which was styled "ARCHITECT V. HERPER," his activities were divided into four sections, viz:

- A) Specialist for reinforced concrete building, expert for apartments, offices, shops.
- B) Agency for houses, apartments, flats and rooms, buying and selling of houses and land.
- C) Caretaking of houses, apartments and land.
- D) Permitplans, constructions, designs.

In reality, however, his only activities were those of finding empty apartments and then locating tenants for such apartments. He had advertisements inserted in the local foreign press along these lines and was able to carry out some

SHANGHAI MUNICIPAL POLICE.

REPORT

Station. File No. Date.....

SUBJECT:

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ten to a dozen transactions each month. In order to offset his expenses HERPER was in the habit of asking his satisfied clients the value of one month's rent on the new apartment, a sum to be paid by the incoming tenant. He claimed that he was not interested in matters relating to key-money, a point that had to be settled between the incoming tenant and the outgoing tenant.

When a client solicited HERPER'S assistance in securing a flat, HERPER stipulated that in the event of his being unable to meet the client's needs, his services were to be reimbursed in accordance with the expenses in which he had been involved. In certain instances, however, he has stated that he would refund the initial deposit money in full in the event of his being able to find a flat or apartment for a client and it is in this connection that many complaints have been made about him.

There is no doubt he has made numerous dupes of persons who have made deposits with him as fees for his finding them flats, etc. When he has been unsuccessful in his efforts he has, at times, refused to return the deposits on the score that his expenses have been heavy and though it is known that he has settled many similar matters as a result of being threatened by the depositors that they would denounce him to the Police and have him charged, there are several instances in which the depositors - well-known local residents - have

SHANGHAI MUNICIPAL POLICE.

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preferred to leave, say, sums of between \$100 up to \$400 in HERPER'S hands rather than go to the trouble and bother and expense of engaging a lawyer to present their case in court.

He thus defrauded Dr. VIDAL of US\$50 (he later paid back US\$20), US\$50 and US\$100 from Madames JUNGANI and LACHMAN (84 Washington Apartments) and US\$100 from Madame ZENG, 12 Rue Delastre. Other persons who have been defrauded are known to this office but they prefer not to have their names mentioned as they intend to regard their experience as a costly lesson and forget about it.

As a result of a piece of gross impudence affecting the lease of a house leased by a French member of the French Police Force, HERPER, in July, 1941 was, in so many words, instructed to vacate the French Concession and on August 1, he moved to Apartment 53, 778 Bubbling Well Road where, in partnership with one KIRSTEIN, another refugee, he began business on the same lines under the name of "Asia Land Company."

He still advertises in the local press under the name of "Asia Land Company" and his modus operandi is almost similar to that practised previously. Thus, say a victim deposits \$200 with this concern for a flat to be found and nothing is located, it is the invariable custom with HERPER that he will procrastinate as long as possible over the return of the deposit, stating that this and that cost him money when trying to find the flat and that now he has no return for his services. And

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so the matter drags along until the victim - in most cases - charges the episode to experience and HERPER pockets the money.

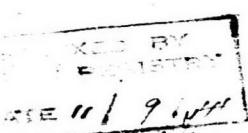
On the other hand, however, it must be admitted that HERPER has, on very many occasions, found flats, houses and apartments for tenants and in many instances these clients have been extremely satisfied. When one takes into consideration the difficulty in finding accomodation these days, it is doubtful whether anything harsh can be said against a man who charges one month's rent when he completes his task in a successful manner.

Nevertheless, despite his advanced age, HERPER is a man of extremely doubtful morals whose impudence is without limit. Although no affair of big proportions has come to the ears of this office, there is no doubt that a number of smaller matters have been settled between HERPER and his clients after the former had previously shown reluctance to return the deposit, but in the majority of these cases the victims prefer to do nothing.

J. S. I.

D.S.I.

A.C. (Special Branch).



Shanghai, August 3rd. 1941

To the
Shanghai Minicipale Police-Headquar ters
S h a n g h a i

It may be of greatest interest to the Police to know what a big crook under a new name of " Asia Land Co. " 778 Bubbling-Well Apt. 53 is seeking refuge there in one furnished room after having swindled now for over one year all kinds of money out of the public up till now under his real name " Architect Herper" 207 Route Winling(French Concession).

The French Polcie, they know him only too well.

He is pretending always in his advertisements in the North China Daily News to have all kinds of apartments and houses etc. for rent at cheap prices asking of his applicants first of all a considerable advance payment before showing any apartment or house which in most cases he never has. By putting a sharp eye on him you certainly will be able to prevent that more damage will be inflicted upon the Shanghai people and probably you will succeed in putting this crook there where he belongs to.

It may be important for you to know, that he calls himself an Architect which he never was in all his life, but he has done this and all kinds of crooked business already in his town in Germany where he comes from and he was punished there to serve many years in prison for his dealings.

Faithfully yours
an old Shanghailander

"I. C."
SASSOON HOUSE
SHANGHAI.
CABLES: "ICYGRAM"
P. O. BOX 2140
TELEPHONE 16637

THE INTERNATIONAL COMMITTEE FOR THE
ORGANIZATION OF EUROPEAN IMMIGRANTS
IN CHINA

August 19, 1941.
SHANGHAI.

Dr. F/GR.

F. A. Pitts, Esq.,
Special Branch, SMP.,
S H A N G H A I.

Dear Mr. Pitts:

We herewith beg to
hand you the translation of a letter dated
August 16, 1941, received from the Asia Land Co.,
778 Bubbling Well Road, 5th floor, Apt. 53,
re: the case of Mr. Geza Szabo vs. Architect
Valentin Herper.

Yours sincerely,

Hon. Secretary.

Translation.
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REGISTERED

ASIA LAND CO.,
778 Bubbling Well Road,
5th floor, Apt. 53, Tel. 37138

Shanghai, August 16, 1941.

"I.C." Komor,
Conciliation Board,
Seasoon House,
LOCAL

Re: Dr. F/UM

We acknowledge receipt of your registered letter of the 15th inst. and are very much astonished that Mr. Szabo turns to you in a pure business matter the settlement of which must be left to us entirely.

We quite energetically refuse your expression "very painful incident which allows no delay". As to the matter itself we state:

Mr. Szabo has made an agreement with us that expired on June 1. Mr. Szabo did not consider it necessary to come to our office for the repayment of his deposit. After Mr. Szabo moved from the Palace Hotel to the Metropole Hotel, and moved from there again without stating a new address, we did not have the slightest possibility of asking Mr. Szabo to fetch his deposit.

We gather from your letter that Mr. Szabo has given you a fully false declaration that is partly offending to us.

Our Mr. Kirstein has already communicated to you by phone that the firm "Architect Herper" has been taken over by the "Asia Land Co.". Mr. Kirstein has furthermore asked you to induce Mr. Szabo to come to our office where he gets his deposit, the receipt of which he must personally acknowledge, after returning the duplicate of the contract.

We hope to have hereby made the matter sufficiently clear and expect no more interference from your side in this matter.

Yours faithfully,

ASIA LAND CO.

(sd.) Herper

(sd.) Kirstein